

36-60 Route 303 Ass. LLC

Motion to pay / reimburse
legal fees.

We do not oppose dismissal but we would want to be paid first before dismissal. Also before any fees be paid out to debtor attorney. We object to the compensation and reimbursement of Debtor attorneys DeBella, Donnellan, Weingarten Wise & Wiederholt, LLP. Amalfi wants what was promised.

FILED
U.S. BANKRUPTCY COURT
2011 MAY -3 P 3:35
S.D. OF N.Y.

Summary of Argument
Attorney Dawn Kirby for Debtor has manipulated this case and we were promised promises. All negotiation was a lie. We never agreed to the stipulation. They took advantage when Sel Amalfi went into the hospital. The agreement was to include lawyers fees to be paid on Sel Amalfi's behalf. Amalfi did not voluntarily enter into stipulation. The debtor attorney has nothing in writing saying we agree to the stipulation. We are a secured claim. Why would we waive our rights and our proof of claims and sign it. It is also in the profit of claims and contract that Debtor has signed that legal fees to be paid by debtor.

Debtors attorney Kirby refusal to honor agreements and promises in the negotiation was for Amalfi to allow Debtor Consel to hold the funds in escrow, saying

it would be easier that way and that our protection payment will continue. Never received a payment of \$11,333.00 monthly. Amalfi doesn't agree that Debtors Counsel in any case should look over the accounting and funds of the money. This should always be a separate party. The Debtors attorney trying to negotiate with the incorrect imaginary funds, never really telling us the real amount. Kirby always saying there is not enough money. In Reality Debtors Counsel was holding in Escrow \$153,048.

We are a secured claim. The Debtor owed us over \$2300,000.00 in fees and we excepted \$2000.00. and our Lawyer fees to be paid. We ask Counsel to Reimburse us and why we never got paid for our protection payment? \$29,000. for legal fees. There is more than enough money left over and as a secured claim it is only right to have the debtor pay his obligations. It is also not fair that Debtor attorneys are getting paid first and asking for more when they were misleading and untrue. Their fee should be denied because she got paid twice already in the total sum of more than \$90,000. Now in addition to \$81,224.00 why can she share her fee with us by paying our legal fee first. Then she can have the rest for herself. I believe this request is fair and reasonable.

thank you,
and ^{the}